US EXECUTIVE APPROVAL FORM

CUSTOMER NAME: Sun Life Financial
PARTNER/VAD NAME:

SECTION I - Approval Requests:
HQAPP Requests:

1. Extend the "term" of the original Oracle-Sun Life Contract agreement (OLSA-10030982) as signed November 30, 2001 to May 27, 2005.   All of the following non-standard legal terms and conditions were/are a part of this agreement, and all require approval for extention.   Note that Sun Life has Price Protection until May 27, 2005 and these non-standard terms would govern against any "Price Protected" purchases until that date.   Note that Ross Bradley, Oracle Canada VP Legal has reviewed and approved all clauses below from a legal standpoint.

Non-Standard Legal Terms :

      a. Customer Definition. For purposes of this ordering document, you shall be defined as the company listed at the head of this ordering document, the direct and indirect majority owned subsidiaries, of Sun Life Financial Services of Canada, Inc. and those affiliated subsidiaries which are specified on the attached entity exhibit, as of the effective date of this ordering document ("customer entities"). Additional affiliated subsidiaries may be added to the entity exhibit upon Oracle's prior written consent. Before accessing the programs, each customer entity must agree in writing to be bound by the terms and conditions of this ordering document and the agreement. You shall be responsible for any breach of such terms by the customer entities.

(Please note that we have attached the Entitiy Exhibit showing all of the minority subs to be included – once we have received HQAPP approval to this request - we will also forward this request for International Approvals of these minority owned subsidiaries).

      b. Additional Warranties. In the section entitled "Warranties, Disclaimers and Exclusive Remedies, the following are inserted after the first paragraph:

"Oracle warrants that the programs will, to the extent applicable as set forth in the documentation, fully comply with the following millennium compliance statement when configured and used according to the documented instructions. The definition of compliance is the ability to:
    (i)   **correctly handle date information before, during and after 1 January 2000 accepting date input, providing date output and performing calculation on dates or portions of dates;**
    (ii)   **function according to the documentation, during and after 1 January 2000 without changes in operation resulting from the advent of the new century assuming correct configuration;**
    (iii)   **where appropriate, respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner;**
    (iv)   **store and provide output of date information in ways that are unambiguous as to century; and**
    (v)   **manage leap years, following the quad-centennial rule.**
Oracle shall have no liability for any alleged or actual breach of the foregoing warranty provided in the preceding sentence if such claim is based upon a superseded or altered release of programs and such claim would have been avoided by the use of a current unaltered release of programs which Oracle provides to you."

GOVERNMENT
EXHIBIT
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c. **End of Agreement**. The section entitled "End of Agreement" is deleted and replaced with the following:

"If you materially breach any of the terms of this agreement and fail to correct the breach within 30 days after Oracle notifies you, Oracle may end this agreement and your use of the programs, technical support and other services obtained pursuant thereto. Notwithstanding the foregoing, except for a breach of Oracle's intellectual property rights or the export provisions contained herein, Oracle shall only terminate your use of the programs after 120 days of a breach with remains uncured. If Oracle ends this agreement as aforesaid, you must pay within 30 days all undisputed amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs and services ordered under this agreement.

If Oracle materially breaches any of the terms of this agreement with respect to programs licensed under this agreement and fails to correct the breach within 60 days after you notify Oracle of such breach, you may end this agreement with respect to such programs licensed under this agreement. If you end this agreement with respect to programs specified herein as aforesaid, you may return the programs and Oracle will refund to you, within 45 days, all license fees paid in respect of such programs, pro-rated over five years from the effective date of this agreement, plus any prepaid and un-used technical support fees."

d. **Fees and Taxes**. All fees for programs, technical support and other services payable to Oracle are due within 45 days of the date of invoice, and you also agree to pay any sales, value-added or other similar taxes which Oracle must pay based on the programs, technical support or other services you ordered.
(**Note** that the required Credit approval is copied below - please see the email cc'd below from Tim Graham, National Credit Manager for Oracle Canada).

e. **Indemnification.** In the section entitled "Indemnification":

(a) first sentence, insert after the words "their intellectual property rights" the words ", including without limitation patents, copyrights, trademarks or trade secrets,";
(b) second bullet, insert after the words "any settlement negotiations" the words "provided, however, that you shall have the right to participate in the conduct of any such defense with your own counsel, at your own expense, if your reputation could be harmed by the conduct or outcome of the action."; and
(c) third bullet, insert after the words "settle the claim" the words ", in each instance, at Oracle's expense".

f. **Nondisclosure**. Under the section entitled "Nondisclosure", your confidential information shall mean: all proprietary non-public information relating to you, your business, customers, correspondents, finances, activities, software, systems, strategies, or plans. The third paragraph is deleted and replaced with the following:

"The parties agree to hold each other's confidential information in confidence for a period of three years after termination of this agreement. The parties agree not to make each other's confidential information available in any form to any third party for any purpose other than the implementation of this agreement. Each party may disclosure confidential information of the other party to the extent required by order of a court of competent jurisdiction; provided that, if possible, the other party is given advance notice of such disclosure and an opportunity to contest such order. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. Each party agrees that, upon termination of this agreement or the earlier request of the other party, it shall return to the other party

all hard or electronic copies of the other party's confidential information and certify that it has destroyed same."

g. Limitation of Liability. Under the section entitled "Limitation of Liability, insert the following:

(a) at the beginning of the second sentence: "EXCEPT WITH RESPECT TO THE INFRINGEMENT INDEMNIFICATION ABOVE"; and

(b) as a new second paragraph:

"Oracle agrees to indemnify and hold you harmless from and against any damages, costs or expenses as a result of or arising out of a breach of the non-disclosure provisions herein or personal injury (including death) to persons, and/or loss of, or damage to, tangible personal property provided, however, that Oracle's liability shall in no event exceed the amount of fees paid under the agreement, in the aggregate, per occurrence and provided further that the bodily injury and/or death and/or damage to or loss of property was the result of the willful or negligent act or omission of Oracle or Oracle's employees while on your premises and acting within the scope of their engagement to the extent such actions or omissions were not caused by the Customer or any third party. The term "tangible personal property" shall not include software, documentation, data or data files and Oracle shall not be liable for damages incurred from the use of any software."

h. Divestiture. If Sun Life Financial Services Inc divests itself of a subsidiary, affiliate, business unit or corporate division, or if another company is created through a divestiture or reorganization of your business ("Divested Entity") such divested entity may use a portion of the licenses provided under this ordering document for up to 24 months, on notice to Oracle, provided that the divested entity is not a competitor of Oracle's and the divested entity agrees in writing to the terms and conditions of this ordering document. During this period, the divested entity may use the programs for either their business operations or your business operations. If the divested entity wishes to continue its use of the programs at the end of the time period specified above, the divested entity must execute a mutually agreeable ordering document with Oracle which will govern its use of the programs.

i. Viruses. Oracle will use reasonable efforts, consistent with industry standards, to test programs for viruses. Oracle will also maintain a master copy of the appropriate versions of the programs, free of viruses. If you believe a virus may be present in the delivered programs, then upon your request, Oracle will provide a master copy for comparison with and correction of your copy of the programs.

j. Disabling Devices. A "Disabling Device" shall mean code intentionally embedded in a program by Oracle for the sole purpose of completely halting use of the program (excluding trial programs) on conditions set by Oracle. Oracle's current development policy is not to include Disabling Devices in programs. Over the next several years, Oracle will begin to incorporate into the programs license enforcement mechanisms that will provide you with installation keys and User monitoring tools. At some point in the future, Oracle may incorporate automated license enforcement mechanisms that would not allow your users, beyond a certain percentage over the licensed user number, to access the

programs. Such keys and tools will not electronically re-possess your software through remote command activation or the lapse of a time period or any other triggering event. Upon written request, Oracle will make available to you information regarding the existence of any keys or other automated license enforcement mechanisms in the programs. You may contact Oracle's technical support organization with such requests.

k. Escrow. Oracle warrants that escrowed material, including the most current copy of the programs, shall be maintained under an agreement which provides that if Oracle ceases to be in the business of supporting the programs, the escrow agent shall furnish you with a copy of the escrowed material that has become unsupported. You shall pay the escrow agent a nominal fee sufficient to cover the cost of reproduction and distribution of source materials, including reasonable administrative expenses thereto. Any escrowed material furnished under this provision shall be considered licensed subject to the terms of this ordering document and the agreement and shall be used solely to maintain the programs.

If a trustee in bankruptcy is appointed for Oracle, then unless and until such trustee has rejected this agreement, the trustee shall, at your written request (i) continue to perform all of the obligations of Oracle under the agreement, or (ii) promptly deliver or cause to be delivered to you any source code versions of the programs held by the trustee, and in either case not interfere with your rights hereunder, provided that, you continue to perform your obligations hereunder.

If the trustee rejects this agreement, and you elect under Section 365(n)(1)(B) of Title 11 of the United States Code to retain its rights under this agreement, the trustee shall promptly deliver or cause to be delivered to you the source code for the programs held by the agent of the trustee, and in either case, not interfere with your rights hereunder, provided that, you continue to perform all obligations hereunder.

l. Outsourcing. You shall have the right to transfer the programs to a third party for application hosting provided that: (i) the application hosting party agrees in writing to use the programs solely for your business operations; (ii) the application hosting party agrees in writing to be bound by all the terms and conditions of this agreement; (iii) you indemnify Oracle for any breach by the application hosting party of the terms and conditions contained in this agreement; (iv) in no event may any party that is a direct competitor of Oracle become an application hosting party, and (v) the application hosting party, you and Oracle execute a mutually acceptable form of outsourcing agreement.

m. Non-solicitation. Each party agrees that, during the term of an employee's work or assignment in connection with the performance of obligations under this agreement, and for a period of one year after such work or assignment terminates, neither party shall directly solicit for employment or offer sub-contracting opportunities to any employee of the other involved in the performance of the obligations set forth in the agreement, without the prior written consent of the other party. Notwithstanding the foregoing, neither party shall be prohibited from hiring an employee of the other who contacts such party on his or her own initiative (including responses to any advertisement) or through a placement agent or service (so long as such agent or service was not directed by such party to solicit such person). In the event of a breach of this provision, the breaching party shall pay to the other party, as liquidated damages and not as a penalty, an amount equal to twelve (12) months salary for the employee engaged by the other party.

n. <u>Benchmarks.</u> In respect of the last bullet point under the section entitled "Ownership and Restrictions", for clarification purposes, benchmark tests shall include results of any performance testing of the programs.

You may disclose program benchmark tests with your third-party integrator, provided, (a) such integrator is not a direct competitor of Oracle on respect of software licensing; and (b) such integrator signs a confidentiality agreement protecting Oracle's proprietary rights in the program benchmark tests and; (c) Oracle gives its prior written consent thereto which shall not be unreasonably withheld.

o. <u>Audit.</u> In the section entitled "Ownership and Restrictions", delete the second last paragraph commencing with the words "Upon 45 days written notice," and replace with the following:

"Upon 45 days written notice, Oracle may audit your use of the programs, at its own expense and not more than once annually. Any such audit shall be for the sole purpose of auditing your use of the programs, shall be conducted during regular business hours at your offices and shall not unreasonably interfere with your business activities and shall comply with your reasonable security procedures. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any underpaid fees. If you do not pay, Oracle can end your technical support, licenses and this agreement."

p. <u>Assignment.</u> Upon notice to Oracle and provided that you are current on your Update Subscription Service, you may assign your rights under this ordering document to an entity that is either (a) acquiring all or substantially all of your assets and assuming all liabilities related to such assets or (b) acquiring the division, business unit or operation of yours which uses Oracle software programs and assuming the liabilities of such division, business unit or operation. Additionally, the assignee must agree in writing to the terms and conditions of this ordering document and the license agreement.

q. <u>Disaster Recovery.</u> Subject to the terms and conditions of the agreement and use limitations, you shall have the right to the use the Oracle application programs listed on page 1 of this ordering document for; (a) temporary testing, back-up and disaster recovery procedures on a back-up computer; and (b) may make back-up copies of the programs, as part of your daily back-up of your computing systems for archival purposes.

r. <u>Trial.</u> Notwithstanding anything contained to the contrary in the agreement, the infringement indemnification shall apply to trial programs.

s. <u>Representation.</u> Oracle represents and warrants that it is an authorized distributor of the programs and has the valid right by contract or otherwise to grant to you the rights and licenses as defined in this agreement.

2. Require the following technical support legal language to be included as a part of this contract. The customer requires this such that the ongoing technincal support ts & cs will be consistent with that which was contracted for in November 2001.

Sun Life's Nov 2001 agreement currently has the following Technical Support language.

Technical Support. Technical support consists of Update Subscription Service, Product Support and/or other technical support services you may have ordered. Fees for technical support are due and payable annually in advance. Technical support is effective upon shipment or upon the effective date of this ordering document if shipment is not required. Technical support acquired with this order may be renewed annually and for the initial renewal year the technical support fee will not increase. For the remaining three renewal years, the technical support will not increase by more than 5% over the prior year's fees. Thereafter, you may acquire technical support services from Oracle under Oracle's technical support fees and policies in effect when such services are ordered.

Provided you continuously maintain Update Subscription Services and Product Support, during the three year period commencing on the effective date of this ordering document, Oracle will not materially decrease the level of support provided to you for the Oracle Financials programs ordered under this ordering document. Thereafter, you may acquire extended assistance support for the Oracle Financials programs ordered under this ordering document for 18 months. Oracle undertakes to provide technical support for a then-current production program release for a minimum of 12 months from the introduction of the subsequent production program release. Oracle shall provide notification on its technical support website of its intention to cease to support a program of a minimum of 12 months. After cessation of technical support, Oracle will provide extended assistance support for supported programs for 18 months, at Oracle's then published fees for extended assistance support.

Requesting that the above be replaced with the following clause for this current transaction:

Clause B1 in OLSA-10030982-30-NOV-2001 and clause B5 of this ordering document are superseded and replaced with the following language.

Technical support consists of Software Updates, Product Support and/or other technical support services you may have ordered. Fees for technical support are due and payable annually in advance. Technical support acquired under this ordering document shall be for a period of 12 months. Technical support is effective upon shipment or upon the effective date of this ordering document if shipment is not required.

Software Updates or Product Support acquired with your order may be renewed annually and, if you renew the Software Updates or Product Support for the same number of licenses for the same programs, for the first and second renewal years the fee for Software Updates or Product Support will not increase by more than 5 % over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

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Technical support is provided under Oracle's technical support
policies, which are subject to change and may contain additional terms. You
should review the policies prior to entering into the ordering document for
the applicable services. You may access the current version of the
technical support policies at http://oracle.com/contracts. The level of
technical support provided by Oracle will not be materially reduced for a period
of 12 months from the effective date of this ordering document.

Oracle undertakes to provide technical support for a then current
production program release for a minimum of 12 months from the
introduction of the subsequent production program release. Oracle
shall provide notification on its technical support web site of its
intention to cease to support a program of a minimum of 12 months. After
cessation of technical support, you may acquire Extended Support for the program
licenses acquired under this ordering document for a maximum of 36
months at Oracle's then published fees for Extended Support.

TIER 1 Requests:

TIER 2/3 Requests:

Previously approved requests within same quarter for same deal (include date of approval):
1) Please see the original approval request as approved by HQAPP December 19, 2003 below. This request is only
for a Net L of $98K - however, the signing of this small transaction has been the catalyst that caused Sun Life to
realize that their contractual arrangement was not what they thought.   They have Price Protection going out until May
27, 2005 and require that the original conditions as signed in November 2001 to apply to all of these "price protected"
purchases going forward.

SECTION II – Deal Summary:

Please see the original approval request as approved by HQAPP December 19, 2003 below. This request is only for a
Net L of $98K - however, the signing of this small transaction has been the catalyst that caused Sun Life to realize
that their contractual arrangement was not what they thought.   They have Price Protection going out until May 27,
2005 and require that the original conditions as signed in November 2001 to apply to all of these "price protected"
purchases going forward.

SECTION III - Justification:

- Sun Life Canada is Canada's largest Life Insurer with $20B in Annual Revenue
- Sun Life originally contracted with Oracle for Fin. Apps in November 2001 for a Net L&S of $3.3M
- This deal involved an extensive and detailed negotiation in terms of both price/discount and in terms of legal terms and conditions.
- The non-standard terms and conditions as set out above were agreed to and signed for on this transaction.

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- The transaction had discounts of 68% and price protection of 60% until November 25, 2003 - and the t's and c's of the original transaction applied to all price pro purchases co-terminus until Nov. 25, 2003. The products on the price pro include both Apps and DB products.

- Sun Life concluded a second major transaction of Net L&S $1.8M with Oracle in May 2003.
- In that 2nd transaction the Price Protection from the original agreement was extended until May 27, 2005.
- However, in that 2nd transaction no legal language was inserted that would extend the original terms and conditions of the November 2001 agreement to apply to any future "price protected" purchases. The customer had the expectation that these conditions would continue to apply co-terminus for all such purchases until May 27, 2005.   However, the t's and c's expired as of November 25, 2003 – the term of the original price protection.

- This situation has just been discovered at Sun Life due to our recent attempt to sign the $98K transaction below.   Although this specific transaction is relatively small - it is the catalyst that has caused Sun Life to point out their requirement to have the contracts amended so that the t's and c's apply to all their price protected purchases co-terminus until May 27, 2005 (as well as this immediate $98K purchase) - as they believed was already the case.   Sun Life intends to continue to purchase from their price protection over time and requires the original ts and cs to apply.

- Note that Sun Life have also purchased $3.0+m in Consulting services from Oracle since November 2001 and Oracle is expecting another $4.0M in Consulting revenue from Sun Life in 2004.

- This is a serious customer satisfaction issue.   Non-approval will frustrate the customer given the amount of business we have completed and anticipate in the future.

Recommendation:

Submitted By: *Kyle Davis AM ; Peter Macpherson RM ; John Pierleoni AVP .*
Field RM name if submitted by OracleDirect:

R: *(leave blank for HQAPP to fill out)*
C:
L:
A:
BP:

CREDIT APPROVAL OF 45 Day Terms:

Date:
    Thu, 08 Jan 2004 10:32:01 -0800
  From:
    Tim Graham <tim.graham@oracle.com>
Organization:
    Oracle Corporation
  To:
    scott page <scott.page@oracle.com>
  CC:
    "DAVIS,KYLE" <KYLE.DAVIS@oracle.com>, "STEWART,CAROL"
        <CAROL.STEWART@oracle.com>

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Subject:
> Re: [Fwd: NSAR - Sun Life Financial]

Net 45 days approved.

Regards,
Tim Graham
National Credit Manager, Oracle Canada

Previous HQAPP Approval:

> Date:
>> Fri, 19 Dec 2003 11:02:53 -0800
> From:
>> HQAPP <hqapp@oracle.com>
> Organization:
>> **Oracle Corporation**
> To:
>> Keith Block License Approvals <KBLicense_us@oracle.com>, Paul Ciandrini Approvals
>>> <paul.ciandrini_appr@oracle.com>,
>> JOHN_BOUCHER_APPR <JOHN.BOUCHER_APPR@oracle.com>, "Pierleoni,John"
>>> <JOHN.PIERLEONI@oracle.com>,
>> "MacPherson,Peter" <PETER.MACPHERSON@oracle.com>, "DAVIS,KYLE"
>>> <KYLE.DAVIS@oracle.com>,
>> "ANTHONY,LOOYENGA" <ANTHONY.LOOYENGA@oracle.com>
> Subject:
>> CE: Sun Life Financial v2 - Limited Use Approval Request

**Approved. I agree that it's important that we have very tight wording
around the different user types, so please make sure legal is involved
to help craft that.**

--

**Regards,
Saintley Wong
Director, Business Practices
CEO Office
(P) 650-506-5415**

> To:
> HQAPP <HQAPP@oracle.com>
> CC:
> Paul Ciandrini Approvals <paul.ciandrini_appr@oracle.com>, John Boucher_appr
>> <John.Boucher_appr@oracle.com>, "Pierleoni,John" <JOHN.PIERLEONI@oracle.com>,
> "MacPherson,Peter" <PETER.MACPHERSON@oracle.com>, "DAVIS,KYLE"
>> <KYLE.DAVIS@oracle.com>,
> "LOOYENGA,ANTHONY" <ANTHONY.LOOYENGA@oracle.com>
> Subject:

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Re: Sun Life Financial v2 - Limited Use Approval Request

approved. hq, steve miranda approval is also below.

team, you need to work with the customer to have a crisp definition of who uses what, and how they are going to be counted, given the flavors of users they will now have. this should be addressed formally with the customer.

Steve Miranda wrote:

  approved.

  Keith- I have approved this previously and support again.   I share the concern, how do we know that the 4k users are casual versus full time users.

  Thanks,
  Steve

  Keith Block License Approvals wrote:

  before i approve this, i'ld like steve miranda's review (sending here).

  steve, good customer, asking for an excdption to cover this niche. (see the template attached).

  remember, we also did a limited use tx at this customer a year ago "4000 read only Financials Licenses restricted to Payment Inquiry
  function of cash management at 98% Discount. Total License of > $184,640CDN"

  my only concern, is we seem to be getting a lot of flavors of users, and i don't know if we're going to be able to keep track of this stuff. canada team, please comment on this.

    Paul Ciandrini Approvals wrote:

  approved

  John Boucher_appr wrote:

    Approved

    Subject: [Fwd: [Fwd: [Fwd: [Fwd: Sun Life Financial - Limited Use Approval
      Request]]]]
    Date: Wed, 17 Dec 2003 15:03:33 -0500
    From: John Pierleoni <John.Pierleoni@oracle.com>
    Organization: Oracle Corporation
    To: JOHN_BOUCHER_APPR <JOHN.BOUCHER_APPR@oracle.com>
    CC: "MacPherson,Peter" <PETER.MACPHERSON@oracle.com>,
      "DAVIS,KYLE" <KYLE.DAVIS@oracle.com>,
      "LOOYENGA,ANTHONY" <ANTHONY.LOOYENGA@oracle.com>

    approved.

We needed to secure an add'l development approval from Steve Miranda, which we now have.

Please approve.
John

Subject: [Fwd: [Fwd: [Fwd: Sun Life Financial - Limited Use Approval Request]]]
Date: Wed, 17 Dec 2003 14:49:45 -0500
From: "Peter. MacPherson" <Peter.MacPherson@oracle.com>
Organization: Oracle Corporation
To: John Pierleoni <john.pierleoni@oracle.com>,
    Kyle Davis <kyle.davis@oracle.com>,
    Anthony Looyenga <anthony.looyenga@oracle.com>

John: Language is now all cleared up . As before please approve and forward

Thanks, Peter.

Subject: [Fwd: [Fwd: Sun Life Financial - Limited Use Approval Request]]
Date: Tue, 16 Dec 2003 21:59:33 -0500
From: Kyle Davis <kyle.davis@oracle.com>
Organization: Oracle Corporation
To: "MacPherson,Peter" <PETER.MACPHERSON@oracle.com>,
    "LOOYENGA,ANTHONY" <ANTHONY.LOOYENGA@oracle.com>,
    "JINNIA,BATISTA" <JINNIA.BATISTA@oracle.com>,
    "DAVIS,KYLE" <KYLE.DAVIS@oracle.com>

Peter,

Second development approval from S Miranda for restricted use wording change. Please review, approve and forward accordingly.

Jinnia,

Slight change to the restricted use wording, please see attached exec summary. Again, we are NSARing for 97.3% discount but need to write the order doc at 97% discount.

Anthony,
Apologies for the false start....I think we have it right now.

Subject: Re: [Fwd: Sun Life Financial - Limited Use Approval Request]
Date: Tue, 16 Dec 2003 18:20:25 -0800
From: Steve Miranda <steven.miranda@oracle.com>
To: Kyle Davis <kyle.davis@oracle.com>
References: <3FDF85E8.948F5E69@oracle.com>

I am ok with this, again subject to HQAPP approval.

Kyle Davis wrote:

ORLITE0520218

Hi Steven,

Looking for an approval on clarifying the restriction for the customer.
Looking to restrict this to "an average of 10 transactions" per year,
not up to. The user group averages to 10 transaction per year...some
are 5..some are 15. Looking this language would help keep the customer
compliant, which is their main goal.

Please advise if you are good with this. The customer will execute this
week if we can agree on this. Thanks for your support, Kyle

Kyle

Subject:
Re: Sun Life Financial - Limited Use Approval Request
From:
Steve Miranda <steven.miranda@oracle.com>
Date:
Wed, 10 Dec 2003 21:45:13 -0800
To:
Kyle Davis <kyle.davis@oracle.com>

approved.   Final approval needs to come from hqapp.   Assuming the prices below are in Canadian $, else
              the list,etc prices are wrong.

Thanks,
Steve

Kyle Davis wrote:

Steven,

Looking for an approval from you for limited use licenses of Financials.

To remind you, Sun Life Financial is Canada's largest provider of Life
Insurance, a $20+B Operation. They acquired our entire financial
platform this time two years ago for $3.3m; they are currently going
into final pre-production testing of their payables implementation.

The field organization has identified a group of 700 Customer Facing
users who require access to our quick invoice/quick pay capability no
more than 10 times per year. The customer would prefer to expose these
users to the financials function directly, rather than build a
customization.

The Transaction I am proposing is as follows:

700 Applications Users - Restricted Use Financials
List price of $5207 * 700 = $3,644,900
Discount 97.3%
Net License fee of $98,412.30

We would restrict the use of the Financials to the Quick Invoice/Quick
Pay function for up to 10 transactions per year.

The customer is close to completion of the project, has limited funding
left. They may choose to build out the function through workflow or
other means if I am not able to deliver to this level of pricing.

The customer is not implementing A/R, so iReceiveables is not an
option. iSupplier would create more implementation work and a higher
cost to implement to provide this function. and as such is not an
attractive option to them either.

Please advise on your approval. Thanks for your support, Kyle

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ORLITE0520220

TIER 2/3 Requests:

Previously approved requests within same quarter for same deal (include date of approval):

SECTION II – Deal Summary:

Deal Summary (modify as deal changes to reflect your worse case)	
Product Mix:	Financials
License Discount	97.3 % (ebiz +72.3%)
Support Discount	97.3% (ebiz + 72.3%)
Comp & Admin Discount	N/A
Phased Implementation for Comp & Admin?	N/A
Support Options/Holds	N/A
Price Holds	
List License	$3,644,900.00
List Support	$801,878
List Comp & Admin	N/A
Net License	$98,412.30
Net Support	$21,650.71
Net Comp & Admin	N/A
Net Price	$120,063.01
Price List Used (specific date)	Oracle Canada Price List of Dec 2, 2003

Migrations	
Does deal include migration (y/n)	N
Discount on migrated licenses	N/A
Migration support - before	N/A
Migration support - after	

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Customer history	
Existing contractual discount (price hold)	None
Date of Price List for price hold	N/A
When does price hold expire?	N/A
Price hold program categories (database, server, erp, crm, hr/payroll, app suite)	N/A
Name of Agreement, if applicable	OLSA-10030982-30-NOV-2001

SECTION III - Justification:

- Sun Life Canada is Canada's largest Life Insurer ($20B)
- They selected Oracle Financials Nov 2001 (Net $3.3m) and are in the final stages of preproduction testing of their phase I rollout.
- The field organization at Sun Life has identified a group of 700 customer facing employees who require the ability to issue cheques to customers (benefit payments) in their branch offices.
- The Sun Life project team wants to provide the Financials Quick Pay/Quick invoice function to these employees to service their customers appropriately. However, each of these users only require this function for no more than 10 transactions annually.
- The pricing requested nets to $14.06 per transaction, a price comparable to our current license fee for iexpenses and iprocurement.
- Project implementation is coming to a close; budgets are quickly depleting. The customer will choose the route of a customization if we are not able to meet this level of pricing.

Recommendation:

Submitted By: *Kyle Davis AM ; Peter Macpherson RM ; John Pierleoni AVP .*
Field RM name if submitted by OracleDirect:

R: *(leave blank for HQAPP to fill out)*
C:
L:
A:
BP:

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PLEASE NOTE THAT HQAPP WILL NOT REVIEW ANYTHING BELOW AND NOTHING BELOW WAS CONSIDERED FOR THEIR APPROVAL. ONLY DETAILS IN THE REQUEST SECTION (SECTION I) ABOVE WERE CONSIDERED IN THE APPROVAL GRANTED.